

**EXHIBIT A**  
**PROGRAM MANAGEMENT BASIC SERVICES**

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The following is a comprehensive list of construction program management services offered by Heery International, Inc. (Heery).

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**A. PRE-DESIGN PHASE**

1. **CONSTRUCTION MARKET SURVEY.** Heery will review the local Construction Market Survey to obtain current information concerning the construction backlog among contractors offering Construction Management at Risk (CMAR) services, local conditions and practices, and other economic factors.
2. **DEVELOPING DESIGN PHASE PROCEDURES.** Heery will, in conjunction with the Owner, develop the Design Phase procedures and report formats. These procedures will provide the basis for communication between the Design Consultant, Heery and Owner.
3. **REQUEST FOR QUALIFICATIONS (RFQ) DESIGN & CONSTRUCTION.** Heery will assist the City in preparing separate scopes of work for design and construction services including coordination with City departments to coordinate with procurement and EOE policies.
4. **RFQ SELECTION (DESIGN CONSULTANT & CMAR).** Heery will assist the by developing lists of potential firms, developing criteria and judging formats, preparing and transmitting the request for proposals, review of written proposals, candidate interviews, evaluations and recommendations.
5. **CONTRACT NEGOTIATION (DESIGN CONSULTANT & CMAR).** Heery will assist the Owner in preparation of contracts, including recommended language pertaining to budget and schedule adherence and Program Manager interface requirements including contract negotiations, associated City reviews, meetings and presentations.
6. **DESIGN CONSULTANT & CMAR ORIENTATION.** Heery will conduct or assist in conducting a Design Consultant orientation session in which all project parameters such as schedule requirements, budget requirements, program requirements, site conditions, and other physical and Owner administrative constraints will be made known to the Design Consultant.
7. **PRE-DESIGN PROJECT ANALYSIS.** Heery will conduct a pre-design project analysis in conjunction with the Design Consultant team, the Owner, and other appropriate parties. The project analysis will have a duration from one to three days and will provide a forum to further analyze the budget and schedule constraints.
8. **SITE DUE DILIGENCE.** Heery will coordinate site due diligence requirements including geo-technical, survey, environmental and / or material testing,
9. **BASIS OF DESIGN.** Heery will assist in the creation of the basis of design.
10. **MANAGEMENT PLAN.** Heery will prepare a Management Plan for the Project which will establish the general basis for the sequence of contracting for construction of the Project and the attendant design effort required. In preparation for this Management Plan, Heery will evaluate the local construction market, the Owner's resources, the Owner's schedule and budget goals of the Project, develop various alternative approaches, and make recommendations to the Owner. Upon approval by the Owner of the Management Plan, Heery will prepare the Management Plan in final form. This document will indicate the project rationale, the strategy for purchasing construction, the various bid packages for the Project and a Provisional Master Schedule for the Project.

A. (PRE-DESIGN PHASE CONTINUED)

11. PROVISIONAL MASTER SCHEDULE. Heery will develop a Provisional Master Schedule as a part of the Management Plan. The Provisional Master Schedule will contain key milestones to be accomplished by the Project participants. Once the Provisional Master Schedule is defined, a more comprehensive List of Critical Dates will be prepared.
12. LIST OF CRITICAL DATES. Heery will develop from the Provisional Master Schedule a List of Critical Dates for the design phase. This List of Critical Dates will indicate the various activities which are critical for the success of the overall schedule during the design phase, the last acceptable date for each task to be completed, and the party responsible for accomplishing the task. This document will be the basis for Heery to monitor the progress of the design phase.
13. PROVISIONAL COST MODEL. Heery will provide a provisional budget for the various project building components (such as structural system, composite exterior wall, fenestration, lighting, and HVAC system) for purposes of developing and/or analyzing the Project construction budget.
14. PROJECT BUDGET. Heery will review the Program of Requirements, site constraints, findings of the Market Survey, the Owner's schedule goals, and budget data in existence, and develop the Project budget based on this data and Heery's historical cost data. Heery will make a report of the budget to the Owner indicating (1) shortfalls or surpluses in the budget and (2) recommendations for cost reductions or revisions to the Program of Requirements if necessary. Upon balancing the budget with the Program of Requirements, Heery will present to the Owner the Project budget.
15. PROJECT COST MODEL. Based on the approved project budget for construction, Heery will prepare a Project Cost Model, which is a display of the various building components budgeted. The Project Cost Model will then be used by Heery as the basis of cost monitoring throughout the Design Phase.
16. MANAGEMENT INFORMATION CONTROL SYSTEM. Heery will become knowledgeable of the Owner's reporting needs, will interview the Owner's key personnel, and, in conjunction with the Owner, will determine the type of information necessary, the reporting format, the frequency of various reports, and the distribution requirements for the Management Information Control System (MICS) for the Project. The MICS will be presented to the Owner in the form of a written report and implement upon approval.

B. DESIGN PHASE

1. DESIGN PHASE COORDINATION. Heery will serve as the Owner's representative in coordination of the design team's activities and will provide leadership with respect to the implementation of design phase procedures by all parties.
2. MONITOR DESIGN SCHEDULE. Heery will expedite the flow of information between the Owner, the Design Consultant, and other parties. Heery will monitor the Design Phase Schedule, apprise the other team members in writing when actual or potential constraints to achieving the schedule goals have been created, will make written recommendations for corrective action and propose recovery schedule if necessary.
3. DESIGN PROGRESS MEETINGS. Heery will conduct design progress meetings in conjunction with the Owner, Design Consultant, CMAR and others. These meetings will serve as a forum for the exchange of information and resolution of design decisions, and will be a point where design progress is reviewed and noted. Heery will record, transcribe and distribute minutes of these meetings to all attendees and all other appropriate parties.

B. (DESIGN PHASE CONTINUED)

4. COST MANAGEMENT PROCEDURES. Heery will implement and maintain cost management procedures throughout the design phase and monitor compliance to the project budget. When design or programmatic changes are made and approved by the Owner, these changes will be recorded and the cost effect will be documented. The cost effect will be approved in writing by the Owner. Heery will prepare and distribute all required Change Orders to project team members and other appropriate parties.
5. LIMITED DESIGN REVIEW. Heery shall review the in-progress design documents for adherence to the Program of Requirements. This limited review will be provided at the Schematic Design, Design Development and Construction Document phases. Heery's comments will be provided in writing and as notations on the submittal documents. Comments will be advisory and not directives. Reviews will be provided with due care; however, nothing here or elsewhere in this agreement will:
  - a) relieve the Design Consultant of its responsibility to provide sound design and properly prepare contract documents; or
  - b) make Heery in any way responsible for, liable for, or an insurer of the design and/or performance of the Design Consultant.
6. CONSTRUCTABILITY REVIEW. Subject to the preceding paragraph, Heery will provide input to the Owner and Design Consultant relative to value, sequencing of construction, duration of construction of various building methods, and constructability.
7. COORDINATION REVIEW. Heery will review the Design Consultant's contract document submissions and provide written comments on the coordination by the Design Consultant of the various disciplines, including architectural, structural, mechanical, electrical and plumbing.
8. COORDINATE DESIGN COMMENTS. Heery will provide coordination between the Design Consultant and the Owner in an effort to obtain the proper flow of information. Heery will coordinate the design reviews at the Schematic Design, Design Development, and Construction Documents phases and will compile and expedite the Owner's comments to the design team.
9. EXPEDITE AGENCY REVIEWING AND APPROVALS. Heery will assist in securing and transmitting appropriate documents to the various approval agencies outside the Owner at the appropriate times and will expedite these agencies' approvals to the extent reasonably feasible.
10. DESIGN PHASE SCHEDULE. Heery will continuously monitor the design phase schedule and make reports to the Owner and Design Consultant. Heery will advise the design team and Owner when potential or actual constraints to the schedule exist, and make recommendations for corrective action.
11. UPDATE MANAGEMENT PLAN. During the design phase, Heery will periodically update and maintain the Management Plan. The updated Management Plan will be distributed to the Owner, the Design Consultant, CMAR, and other appropriate parties.
12. UPDATE MASTER SCHEDULE. During the design phase, Heery will periodically update and maintain the Master Schedule. The updated Master Schedule will be distributed to the Owner, the Design Consultant, CMAR, and other appropriate parties.

## B. (DESIGN PHASE CONTINUED)

13. **COST ADJUSTMENT SESSIONS.** Should significant variance be detected on the Schematic Design, Design Development, CD Estimates, Heery will conduct cost adjustment sessions with the Design Consultant, CMAR and the Owner. At the conclusion of these sessions, Heery will request the Design Consultant for design adjustments to the documents. Upon submittal of adjusted design documents and the CMAR will prepare a confirmation Schematic Design, Design Development, CD Estimate. Heery will review the estimates and report to the Owner and Design Consultant budget status and impacts.
14. **LIFE CYCLE COST ANALYSIS.** Heery will review value analysis studies (provided by others/AE) on high cost items in each of the designated design construction packages representing 50-75% of the total estimated construction costs. Analysis includes evaluation considering quality, schedule and project budget. Recording approval or disapproval of alternative systems, identifying cost trade-offs and provide pertinent information to the Design Consultant and Owner. Analysis includes major construction components such as mechanical system, exterior envelope and fenestration, structural system, roofing system, lighting, and power service.
15. **TRADE-OFF STUDIES.** Heery will lead cost adjustment sessions for the comparative analysis (provided by the CMAR) on various construction components. The results of the trade-off studies will be summarized in report form and distributed to the Owner, Design Consultant, and other appropriate parties.
16. **COST MONITORING.** Heery will monitor the cost of the design in each phase and verify concurrence with program and budget. Heery will maintain dialogue with the Design Consultant and provide cost information at the project meetings and on an as-needed basis.
17. **PROJECT STATUS REPORTS.** Heery will prepare and distribute a bi-weekly Project Status Report which will include schedule maintenance and cost status reports. The schedule maintenance report will reflect actual progress against scheduled progress for the design phase. The project summary cost status report will reflect actual current cost and projected project cost compared to budgeted project cost.
18. **DESIGN PHASE CHANGE ORDER REPORTS.** Heery will generate and distribute Design Phase Change Order reports which will reflect all actual Design Phase Change Orders as of the date of the report and their net effect on the original project budget. This report will be prepared and distributed to the Owner and Design Consultant each month.
19. **PREPARE BID DOCUMENTATION.** Heery will prepare, for the Owner's approval, the Invitation to Bid, the Form of Proposal, the General Conditions, the Supplementary Conditions and the Special Conditions for the contracts for construction.
20. **PRELIMINARY PROVISIONAL NETWORK.** Prior to transmitting the Bid Documents to bidders, Heery will prepare a Preliminary Provisional Network for inclusion in the various Bid Documents (bid packages). This Preliminary Provisional Network will be coordinated with other construction work on the Project, and will be an indication to the bidders of one possible way to construct the work within contract time.
21. **BIDDING PROCEDURES.** To the extent reasonably feasible, Heery will develop and expedite bidding procedures for bid document issuance, bidder tracking and receipt of proposals.
22. **PUBLIC RELATIONS ACTIVITIES.** Heery will assist the Owner, Design Consultant and CMAR in public relations activities including preparation of the Project information, and attending internal and public meetings.

## B. (DESIGN PHASE CONTINUED)

23. GENERATE BIDDER INTEREST. Heery, in conjunction with the CMAR will maintain contact with potential bidders on a regular basis throughout the bid period. This includes major subcontractors and suppliers as well as General Contractors.

## C. BID AND AWARD PHASE

1. PREQUALIFIED BIDDERS LIST. Heery will review lists of possible bidders for each bid package and assist the Owner in prequalifying bidders. This activity shall entail the preparation and transmission of questionnaires; receiving, analyzing and scoring completed questionnaires; interviewing bidders' bonding agents, financial institutions, and previous clients; and preparing recommendations to the Owner.
2. BID ADVERTISEMENTS. Heery will assist the Owner in preparing and placing notices and advertisements relative to intent to solicit bids on the Project.
3. PRE-BID CONFERENCE(S). In conjunction with the CMAR, Heery will attend pre-bid conference(s). These conferences will be a forum for the Owner, Heery, and Design Consultant to present the project requirements to the bidders.
4. ADDENDA REVIEW. Heery will provide a review of each addendum during the Bid Phase for time, cost, or constructability impact, and make appropriate comments or recommendations.
5. BID EVALUATION. Upon receipt of bids, Heery will assist the Owner and CMAR to evaluate the bids for completeness, full responsiveness and price, including alternate prices and unit prices, and will make a formal recommendation to the Owner in regard to review of CMAR GMP approval to and pre-qualifications of the award of a contracts.
6. CONSTRUCTION CONTRACT(S). Heery will assist the Owner in the preparation of the construction contract(s). Heery will also provide the Notice to Proceed on behalf of the Owner to help assure a proper start of the construction.
7. PRE-CONSTRUCTION CONFERENCE(S). Heery will participate, in conjunction with the Owner, Design Consultant, and CMAR in a pre-construction orientation conference(s) for the benefit of the successful Contractor(s) and will serve to orient the Contractor(s) to the various reporting procedures and site rules prior to the commencement of actual construction.
8. PROJECT STATUS REPORT. Heery will prepare and distribute a monthly Project Status Report which will include schedule maintenance and cost status reports. The schedule maintenance report shall indicate actual progress compared with scheduled progress for the Bid and Award Phase. The project summary cost status report will reflect actual current cost and projected project cost compared to budgeted project cost.

## D. CONSTRUCTION PHASE

1. ADMINISTRATION OF THE PROJECT. Heery will provide an on-site management team to provide contract administration as an agent and representative of the Owner and to establish and implement coordination procedures between the Owner, Design Consultant, and Contractors.
2. CONTRACT ADMINISTRATION. Heery will administer the construction contract as provided in the General Conditions of the contract for construction.

D. (CONSTRUCTION PHASE CONTINUED)

3. SUBMITTAL PROCEDURES. Heery will establish and implement procedures for submittals, change orders, payment requests and other procedures; and maintain logs, files, and other necessary documentation. As the Owner's representative at the job site, Heery will be the party through which change orders, payment requests, submittals and information will be processed from CMAR to Owner and/or Design Consultant, and from the Design Consultant and/or Owner to the CMAR .
4. JOB SITE MEETINGS. Heery will conduct periodic job-site progress meetings with the Contractors, conduct an overall coordination meeting with all Contractors, and will record, transcribe and distribute minutes to all attendees, the Owner, the Design Consultant, CMAR and all other appropriate parties.
5. COORDINATION OF TECHNICAL INSPECTION AND TESTING. Heery will coordinate the technical inspection and testing provided by the Design Consultant or other third parties.
6. CONSTRUCTION OBSERVATION. Heery will make reasonable efforts to observe the progress of the Work and advise the Owner of any deviations, defects or deficiencies Heery observes in the Work. Heery's observation duties shall include reasonable diligence to discover work that is not in compliance with the Contract Documents. These day-to-day observations will not, however, cause Heery to be responsible for those duties and responsibilities which belong to the Design Consultant or the Contractor(s), and which include, but are not limited to, the Design Consultant's obligation to produce clear, accurate drawings and specifications and the Contractor(s) responsibilities for the techniques and sequences of construction and safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
7. CONSTRUCTION SITE SAFETY. Heery will monitor CMAR's adherence to their published safety program during onsite activities. Heery will provide notification in writing to the Owner and CMAR of any concerns or non-compliance observed.
8. NON-CONFORMING WORK. Heery will, in conjunction with the Design Consultant, make recommendations for corrective action on observed nonconforming work. Heery will make recommendations to the Owner and the Design Consultant in instances where Heery observes work that, in its opinion, is defective or not in conformance with the Contract Documents.
9. EXERCISE OF CONTRACT PREROGATIVES. When appropriate, Heery will advise the Owner and make recommendations to the Owner for exercising the Owner's contract prerogatives, such as giving the Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance.
10. MASTER SCHEDULE. Heery will continue to update and maintain the Master Schedule by incorporating all in-progress adjustments, and will distribute the updated Master Schedule to the Owner, Design Consultant and other appropriate parties.
11. CONSTRUCTION SCHEDULE. Upon the Owner's transmission of a Notice of Award to the successful Contractor, Heery will review the Contractor's development of its detailed construction schedule within the framework of the submitted Preliminary Provisional Network. Using the critical path method, this schedule will have no activity duration greater than 14 days and will be the contractual schedule by which the construction will be sequenced and will be the basis for measuring progress of the construction. Heery will receive the detailed Construction Schedule from the Contractor and distribute the detailed Construction Schedule to the Contractor, the Owner, the Design Consultant and other appropriate parties.

#### D. (CONSTRUCTION PHASE CONTINUED)

12. SCHEDULE OF VALUES. Heery will review and reconcile the Contractor's Schedule of Values for each of the activities included in the Construction Schedule and will use this information as initial data and will initialize the progress payment schedule for the Construction Phase. This report will then be used as the basis for all future progress payments during the Construction Phase.
13. CONSTRUCTION PROGRESS REVIEW. Heery will review the progress of construction with the Contractor, observe work in place and properly stored materials on a monthly basis, and evaluate the percentage complete of each construction activity as indicated in the construction schedule. This will serve as data for input to the monthly update report which will be prepared and distributed to the Contractor, the Owner, Design Consultant and other appropriate parties. This report will reflect the Contractor's contractual progress, will be the basis for the monthly progress payment to the Contractor and will indicate to the Owner when notices to the Contractor for acceleration of the Work and the Owner prerogatives are appropriate.
14. REGULATORY INSPECTIONS. Heery will monitor and facilitate the approval of applicable regulatory requirements and agency reviews.
15. MONTHLY CONTRACTOR PAYMENT. Heery will review and make recommendations pertaining to monthly payment to each Contractor. This activity will be an integral part of the monthly progress report updates. However, if it should later be found that a Contractor has failed to comply with the provisions of its contract with the Owner in any way or detail, such failures and subsequent compliance will be the sole responsibility of the Contractor. By issuing a Certificate for Payment and by processing applications for payment, Heery shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Contractor has used the previous monies paid on account of the construction contract sum.
16. MONTHLY CONSTRUCTION PAYMENT REPORTS. Heery will prepare and distribute the monthly construction payment reports which will be an integral function of the monthly schedule report. This report will reflect the total construction contract price, Contractor's payment to date, current payment requested, retainage, and actual amounts owed for the current period. The final portion of this report will be a Certificate of Payment which will be executed by Heery, Design Consultant and Contractor, and transmitted to the Owner for use in the Owner's internal accounting system and payment to the Contractor.
17. CHANGE ORDER PROCEDURE. Heery will establish and implement a Change Order processing system. All requests for proposals will first be set forth in a letter by the Design Consultant outlining in detail the change and accompanied by technical drawings and specifications if necessary. The request for proposal will be transmitted to the Contractor by Heery and a detailed breakdown of cost and time extension requested will be returned to Heery from the Contractor for evaluation. Heery will make recommendations to the Owner prior to execution of change orders. All change orders and requests for proposals will be tracked in Heery's log, which will be the basis for the Change Order report to Owner.
18. EVALUATE PROPOSAL COST. Heery will evaluate the Contractor's proposal cost and will make a formal recommendation to the Owner regarding acceptance of the proposal for a Change Order. In the event of major scope changes during the construction phase, Heery will, as an Additional Service, prepare an estimate for this change in scope in a Cost Model format.
19. NEGOTIATION OF CHANGE ORDER COSTS AND TIME EXTENSIONS. Heery will negotiate change order costs and time extensions on behalf of the Owner when

appropriate. Heery will advise the Owner of acceptability of price and time extension prior to the execution of any change order.

D. (CONSTRUCTION PHASE CONTINUED)

20. **FORCE ACCOUNT RECORDS.** In instances when the change order work is to be done on a time and material basis, and when approved by the Owner as an Additional Service, Heery will maintain force account records on a daily basis to determine the actual worth and time required for the work.
21. **CHANGE ORDER REPORTS.** Heery shall prepare and distribute Change Order reports on a monthly basis throughout the Construction Phase. This report will provide Change Order information pertaining to proposed and executed Change Orders and their effect on the contract price as of the date of the report.
22. **CONTRACTOR CLAIMS.** Heery will be the recipient of all notices of claims by Contractors against the Owner for additional cost or time due to any alleged cause. Heery will perform a preliminary evaluation of the contents of the claim, obtain factual information concerning the claim, and make recommendations to the Owner.
23. **CLAIMS ANALYSIS.** Heery will analyze the claims for extension of time and impact cost, using the schedule reports. An impact evaluation report will be prepared which will reflect the actual impact to the schedule. The report will also provide a narrative including a recommendation for action to the Owner.
24. **CONTRACTOR CLAIMS NEGOTIATIONS.** Heery will negotiate claims with the Contractor on behalf of the Owner at the Owner's instructions. Heery will make a final recommendation to the Owner concerning settlement or other appropriate action.
25. **PROJECT STATUS REPORTS.** Heery will prepare and distribute a monthly Project Status Report which will include schedule maintenance and cost status reports. The schedule maintenance report will reflect actual progress against scheduled progress for the construction phase. The project summary cost status report will reflect actual current cost and projected project cost compared to budgeted Project cost.
26. **EQUIPMENT INSTRUCTION MANUALS.** Heery will be the recipient of all written material such as operations and maintenance manuals, warranties and guarantees for all equipment installed in the Project.
27. **AS-BUILT DOCUMENTS.** Heery will perform coordination and expediting functions in connection with the Contractor's obligation to provide "as-built" documents. Heery will coordinate the final submittal of record drawings, by the Design Consultant, to the owner.
28. **TRAINING SESSIONS.** Heery will coordinate with the Design Consultant and CMAR to schedule and conduct required training sessions for the Owner's maintenance and operational personnel on new building systems and components for each facility prior to Owner turnover.
29. **SUBSTANTIAL COMPLETION.** In conjunction with the Design Consultant, Heery will make a determination of the remaining work necessary for Substantial Completion, and notify the Contractor of any observed deficiencies. When incomplete work or defective work has been remedied, Heery will advise the Owner of acceptability of Project completeness, and issue a Certificate of Substantial Completion. In the event of remaining incomplete items, Heery will, upon the Owner's concurrence, issue Certificate of Substantial Completion with exceptions noted.
30. **FINAL COMPLETION.** Heery, in conjunction with the Design Consultant, will at the conclusion of all corrective action of all punch list items, make a final comprehensive review of the Project, make a report to the Owner which will indicate whether Heery and



the Design Consultant find the Work performed acceptable under the Contract Documents and the relevant Project Data, and make recommendations payment to the Contractor.

E. POST-CONSTRUCTION PHASE

1. **COMMERCIAL MOVE RFQ.** Heery will prepare requests for proposals, solicit quotes, prepare contracts, obtain execution of contracts, conduct pre-moving conferences and administer the contract for moving activities in conjunction with move-in for the Project. Heery will provide on-site personnel to oversee the relocation of all furniture, equipment, and other articles by the movers while actual move-in is in progress. Heery will make a final report to the Owner concerning the move-in and make recommendations as to payment to the movers.
2. **OCCUPANCY PLAN/SCHEDULE.** Heery will prepare an occupancy plan which will include a schedule indicating critical interfaces for relocation of furniture, equipment, new furniture and equipment and the relocation of the Owner's personnel. This schedule will be distributed to the moving contractors, the Owner's affected departments, and other appropriate parties. This plan will include the coordination of Owner's forces to install services, printers, wireless, phones, coffee makers, stock supplies (i.e. soap, toilet paper), etc.
3. **FINAL PROJECT REPORT.** At the conclusion of the project, Heery will prepare final Project accounting and close-out reports of all above indicated report systems. These reports will summarize for historical purposes any items which are not self-explanatory. In association with this report Heery will facilitate Contractor Performance Evaluations in conjunction with the Owners requirements.
4. **WARRANTY INSPECTIONS.** Heery will coordinate an 11 month Warranty inspection with the Designer and CMAR of each completed project. Warranty inspections prior to the 11 month post-completion timeframe may be requested by the Owner as an Additional Service.
5. **FACILITY MAINTENANCE PLAN.** Heery will assist the Owner in developing a Facility Maintenance Plan including a schedule for preventative maintenance activities based on manufacturers recommended guidelines.
6. **PROJECT CLOSEOUT.** Heery will coordinate with Designer and CMAR to obtain all required closeout documents, including but not limited to Record Documents, Operation & Maintenance manuals, contractor warranties, equipment & systems manufacturer warranties, final pay applications, lien waiver(s) and final EO/EA documentation.